

EXHIBIT A

To Jonathan Wagner's Declaration dated December 5, 2005

THE BAYARD FIRM
A T T O R N E Y S

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WRITER'S DIRECT ACCESS

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kheyman@bayardfirm.com

September 29, 2005

**VIA EMAIL
& HAND DELIVERY**

Mary B. Graham, Esquire
Morris, Nichols, Arsht & Tunnell
1201 North Market Street
P.O. Box 1347
Wilmington DE 19899-1347

RE: Mobius Management Systems, Inc. v. Acartus, Inc.
C.A. No. 05-346 SLR

Dear Mary:

In Acartus' reply papers in support of its motion to dismiss and for a stay, Acartus represented to the Court on page 2 that "Acartus agreed to permanently refrain from use of the trademarks ViewDirect and Mobius." There follows a citation to the July 22 Stipulation and Order. As you know, however, the Stipulation and Order only prohibited such use "until a decision in any final trial of this action"

In light of Acartus' representation to the Court, I request that you sign the enclosed Stipulation and Order providing for a permanent injunction and return it to me by the close of business tomorrow. If we do not receive the signed Stipulation and Order from you by then, we will take appropriate action.

Very truly yours,



Kurt M. Heyman

KMH/daa
Enclosure

cc: Jonathan M. Wagner, Esquire (via email)
#31422-1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

MOBIUS MANAGEMENT SYSTEMS, INC., :
 :
Plaintiff, :
 :
v. : C.A. No. 05-346 SLR
 :
ACARTUS, INC., :
 :
Defendant. :

STIPULATION AND ORDER

IT IS HEREBY STIPULATED AND AGREED by plaintiff Mobius Management Systems, Inc. and defendant Acartus, Inc., through their undersigned counsel, that Acartus and its officers, agents, servants, employees, representatives, subsidiaries and affiliates are permanently enjoined from using in connection with the sale, offering for sale, distribution, promotion or advertising of its services or products, the terms "Mobius" or "ViewDirect."

THE BAYARD FIRM

MORRIS NICHOLS ARSHT & TUNNELL

By: _____
Kurt M. Heyman (# 3054)
Email: kheyman@bayardfirm.com
222 Delaware Avenue, Suite 900
P.O. Box 25130
Wilmington, DE 19899
(302) 655-5000

Attorney for Plaintiff
Mobius Management Systems, Inc.

By: _____
Mary B. Graham (# 2256)
Email: mgraham@mnat.com
Chase Manhattan Center, 18th Floor
1201 North Market Street
Wilmington, DE 19899-1347
(302) 658-9200

Attorney for Defendant Acartus, Inc.

OF COUNSEL;

KRAMER LEVIN NAFTALIS
& FRANKEL LLP
Randy Lipsitz
Jonathan M. Wagner
Norman C. Simon
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(212) 715-9100

OF COUNSEL:

JONES DAY
Regan Fay
Meredith M. Wilkes
North Point
901 Lakeside Avenue
Cleveland, OH 44114-1190
(216) 586-3939

Dated: September ____, 2005

SO ORDERED this ____ day of ____, 2005.

The Honorable Sue L. Robinson
United States District Judge

MORRIS, NICHOLS, ARSHT & TUNNELL

1201 NORTH MARKET STREET
P.O. Box 1347
WILMINGTON, DELAWARE 19899-1347
302 658 9200
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JAMES W. PARRETT, JR.
302 498 6678
302 425 3083 FAX
jparrett@mna.com

September 29, 2005

BY HAND

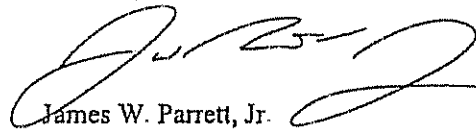
Kurt M. Heyman, Esquire
The Bayard Firm
222 Delaware Avenue, Suite 900
P.O. Box 25130
Wilmington, DE 19899

Re: *Mobius Management Systems, Inc. v. Acartus, Inc.*
C.A. No. 05-346-SLR

Dear Kurt:

In response to your letter of today to Mary Graham, I understand that Regan Fay has subsequently spoken with Jonathan Wagner concerning your request that the parties immediately enter into a stipulation providing a permanent injunction against Acartus from using Mobius' ViewDirect and Mobius trademarks. They have reached an understanding that there is no need to immediately enter such a stipulation, and instead that the parties would deal with an injunction in due course in their discussions on the false advertising and trade secrets issues.

Sincerely,



James W. Parrett, Jr.

JWP

cc: Regan Fay, Esquire (by e-mail)
Meredith Wilkes, Esquire (by e-mail)

485353

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September 30, 2005

**VIA E-MAIL
& HAND DELIVERY**

James W. Parrett, Jr., Esquire
Morris, Nichols, Arsht & Tunnell
1201 North Market Street
P.O. Box 1347
Wilmington DE 19899-1347

RE: Mobius Management Systems, Inc. v. Acartus, Inc.
C.A. No. 05-346 SLR

Dear James:

Thank you for your letter of yesterday. I am advised that the actual substance of the conversation between Jonathan Wagner and Regan Fay was that Acartus could have until next week to respond to my letter to Mary Graham.

Very truly yours,



Kurt M. Heyman

KMH/daa

cc: Jonathan M. Wagner, Esquire (via email)
#31422-1

KRAMER LEVIN NAFTALIS & FRANKEL LLP

JONATHAN M. WAGNER
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PHONE 212-715-9393
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October 10, 2005

BY TELECOPIER

Regan J. Fay, Esq.
Jones Day
North Point
901 Lakeside Avenue
Cleveland, OH 44114-1190

Re: Mobius v. Acartus

Dear Regan:

I write concerning several matters.

First, despite our agreement to extend the deadline for a response to October 7, Acartus has not replied to Kurt Heyman's September 29 letter concerning the misstatement in Acartus' reply papers that Acartus had agreed to a permanent injunction.

Second, Acartus' latest motion papers report that the trademark issues have been "resolved." In fact, and as I noted earlier, despite Acartus' representations to the Court Acartus has thus far agreed only to a preliminary injunction, not a permanent injunction. Either Acartus will now agree to a permanent injunction and execute the proposed stipulation Kurt sent last week, or we will have to note the misstatements to the Court.

Third, the new motion papers state that Mobius' damage claim relating to the trademark infringement and false advertising claims is "dubious." In fact, Mobius has requested in its amended complaint substantial damages in connection with the trademark, false advertising and trade secrets claims.

Mobius hereby puts Acartus on notice that it will not consensually resolve this action short of (i) permanent relief with respect to its trademark, false advertising and trade secrets claims, and (ii) a substantial payment of money to compensate Mobius for the harm caused by Acartus, plus attorneys' fees.

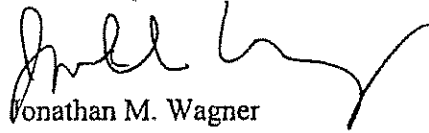
KRAMER LEVIN NAFTALIS & FRANKEL LLP

Regan J. Fay, Esq.

October 10, 2005

Page 2

Yours truly,

A handwritten signature in black ink, appearing to read "Jonathan M. Wagner", with a long, sweeping horizontal stroke extending to the right.

Jonathan M. Wagner

JMW:jg